

BILL NO. S-74-05-28

SPECIAL ORDINANCE NO. S- 81-74

AN ORDINANCE approving a contract with
A. GROSJEAN & SON for Kelly Drive curbwalk

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract between A. GROSJEAN & SON, and the City
of Fort Wayne, by and through its Mayor and the Board of Public Works, for:

Construction of curbface walk on both sides of Kelly Drive from
the north property line of Spring Street to the south property
line of Huffman Street

for a total cost of \$8,162.75, of which the City will pay \$4,481.75, the balance of
\$3,681.00 to be paid by the property owners under Barrett Law, all as more par-
ticularly set forth in said Contract, which is on file in the Office of the Board of
Public Works, and is by reference incorporated herein and made a part hereof,
is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.

William T. Linga

Councilman

APPROVED AS TO FORM
AND LEGALITY.

Paul S. Allen
CITY ATTORNEY

Read the first time in full and on motion by Hergis, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 5/28/74

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by Hergis, seconded by Stier, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 6-11-74

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 2-81-74 on the 11th day of June, 1974.

ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1974, at the hour of 2:00 o'clock A. M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 12th day of June, 1974, at the hour of 2:00 o'clock P. M., E.S.T.

Sam H. Broad
MAYOR

Bill No. S-74-05-28

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with A. GROSJEAN & SON for Kelly Drive curbwalk

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 6-11-74 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

May 13, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Works has awarded a contract to A. Grosjean & Son for Kelly Drive curbwalk, Improvement Resolution No. 5652-74 at a cost of \$8,162.75.

This is a Barrett Law project on which the property owners shall be paying \$3,681.00.

The Board is desirous of cooperating with the contractor in allowing construction to start as soon as possible. Therefore, we are requesting "Prior Approval" of this contract. It shall be submitted for formal introduction May 28, 1974.

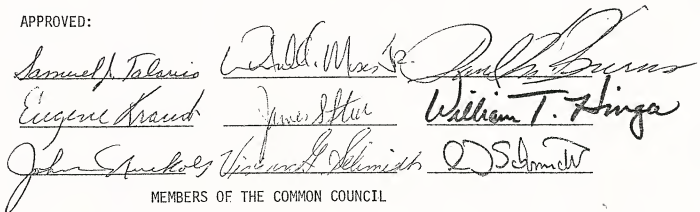
Sincerely,


Dr. Jerry A. Boswell, Chairman
Board of Public Works

JDB/ss

Attachment

APPROVED:


MEMBERS OF THE COMMON COUNCIL

CONTRACT

This Agreement, made and entered into this 22 day of May, 1974

by and between ----- -A. GROSJEAN & SON- -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by constructing curbface walk on both sides of Kelly Drive from the north property line of Spring Street to the south property line of Huffman Street.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5657-1974 ~~and at the following price per lineal foot:~~

Sidewalk Removal	Five Dollars and no cents, per square yard	\$ 5.00
New Curbface Walk w/Curb Hooks Front Face	One Dollar and seventy five cents, per square foot	1.75
Curb Removal	One Dollar and no cents, per lineal foot	1.00
Concrete Alley Removal	One Dollar and no cents, per square yard	1.00
New 9" Concrete - Recessed 2"	Fourteen Dollars and no cents, per square yard	14.00
Excavation	Ten Dollars and no cents, per cubic yard	10.00
Small Retaining Wall (See Drawing)	Six Dollars and no cents, per lineal foot	6.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5657-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 30 days after contract is approved by City Council and in all respects completed ~~on or before XXXXXXXXXXXXXXXX~~ 19XX and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20 day of May, 1974

A. GROSJEAN & SON

BY: Robert A. Grosjean

ITS: owner
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

John R. Fleck

GUARANTY BOND

Know All Men by These Presents, That we -----
-----A. GROSJEAN & SON-----Contractors

as principal, and CINCINNATI INSURANCE COMPANY, CINCINNATI, OHIO-----
-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT THOUSAND,
ONE HUNDRED SIXTY TWO DOLLARS AND SEVENTY FIVE CENTS-----

-----(\$ 8,162.75)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----A. GROSJEAN & SON-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
-----curbface walk-----pavement

on-----Street from-----

on both sides of Kelly Drive from the north property line of Spring Street to the
south property line of Huffman Street

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

A. GROSJEAN & SON-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20 day of May 1974

A. GROSJEAN & SON (SEAL)

BY: Robert A. Grosjean (SEAL)

ITS: owner (SEAL)

Approved this-----day of-----

Board of Public Works.

LIABILITY BOND

~~Know All Men by These Presents,~~ That we hereby certify that A. GROSJEAN & SON has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____ (\$ _____)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 26 day of May 1974

A. GROSJEAN & SON _____ (SEAL)

BY: Robert A. Grosjean (SEAL)

ITS: owner (SEAL)

_____ (SEAL)

Approved this _____ day of _____

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

May 8, 1974

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio 45225

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint **Paul Davenport and/or Lois I. Davenport**

of **Fort Wayne, Indiana**

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to One Hundred Thousand and no/100 Dollars (\$100,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorney-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice-President this 3rd day of November 1970.



THE CINCINNATI INSURANCE COMPANY

[Signature]

Vice-President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 3rd day of November 1970, before me came the above named Vice-President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

[Signature]

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 20 day of May 1974



[Signature]

Secretary and Treasurer

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S - SKILLED
SS - SEMI-SKILLED
U - UNSKILLED

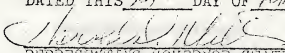
We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1974.

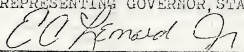
in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

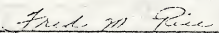
TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35¢	55¢		
BOILERMAKER	S	9.45	50	80		1¢
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.92		6%		2nd. fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	12¢30		4
ELEVATOR CONSTRUCTOR	S	8.89	39	26	6%	2
GLAZIER	S	7.54	10		15	2app 29cholidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.16		25		1app 3ind. fund
MILLWRIGHT & PILEDRIVER	S	8.85		6%		4app 2ind. fund
OPERATING ENGINEER	S	SEE ATTACHED SHEET.				
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.50	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app. 4ind. fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app. 9ind. fund
TEAMSTER	S	5.95-6.95	bldg. \$12 bldg. \$18 h.w. \$14 h.w. \$14			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF March, 1974


 REPRESENTING GOVERNOR, STATE OF INDIANA


 REPRESENTING THE AWARDED AGENT.


 REPRESENTING STATE A.F.L. & C.I.O.

BUILDING AGREEMENT

GROUP I

- Air Compressor (pressuring shafts, tunnels and divers)
- Air Truck
- Auto Patrol
- Back Filler
- Back Hoe
- Bacon Cat
- Boring Machine
- Bull Doser
- Caisson Drilling Machine
- Cherry Picker
- Compactor (with dozer blade)
- Concrete Mixer (dual drum)
- Crane
- Crane
- Excavator
- Helicopter
- Helicopter Winch Operator
- High Lift—Front End Loader
- Hoist
- Locomotive
- Mechanic on Job Site
- Mucking Machine
- Panel Board Concrete Plant
- Pile Driver

- Concrete Plant
- Concrete Pump
- Crane with all attachments
- Crane—Electric Overhead
- Derrick
- Ditching Machine (18" and over)
- Dredge
- Elevators (when hoisting material or tools)
- Hoist Lift (machinery)
- Portable Power
- Generator (power for welders or compressors)
- Push Cat
- Scoop and Tractor
- Scraper—Rubber Tired
- Spreader—Tractor Mounted
- Straddle Carrier—Ross Type
- Sub Base Finish Machine (C.M.I. or similar)
- Tower Crane
- Tractor with Backhoe (over ½ yard)
- Welder (Craft)

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.65
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

GROUP II

- ✓ Backs Track
- ✓ Batch Plant (automatic dry batch)
- ✓ Bending Machine—Power Driven
- ✓ Bituminous Mixer
- ✓ Bituminous Paver
- ✓ Bituminous Plant Engineer
- ✓ Boatman
- ✓ Bull Float
- ✓ Compactor or Tamper—Self Propelled
- ✓ Concrete Mixer (21 cu. ft. or over)
- ✓ Concrete Spreader—Power Driven
- ✓ Dinky Engine
- ✓ Ditching Machine (less than 18")
- ✓ Drilling Machine
- ✓ Finish Machine & Bull Float
- ✓ Grouting Machine
- ✓ Fireman—Life Driving and Boilers
- ✓ Fork Lift—Masonry & Material
- ✓ Gunite Machine

Head Grasser
Mechanic in Shop
Mesh Depresser—Mesh Placer
P.C.C. Concrete Belt Placer
Roller—Asphalt, Stone & Sub Base
Sweepfoot Roller—Self Propelled
Shop Scales
Spreader or Base Paver—Self Propelled
Sub Grader
Throttle Valve with Air Compressor or
Boiler
Tractor with Backhoe (½ yard and
under)
Tractor—High Lift—Farm Type
Tractor—Industrial Type
Tractor with Winch
Well Points
Winch Truck

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 28, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP IN

Air Compressor (210 cu. ft. and over)
 Illuminous Distributor
 Chair Cart
 Concrete Curing Machine
 Concrete Saw
 Dope Pot—Power Agitated
 Flex Plane
 Form Grader
 Hydrohammer
 Jacks—Hydraulic—Power Driven

Minor Equipment Opr. 2, 3, 4 or 5
(See Paragraph 46)
Paving Joint Machine
Post Hole Digger
Roller—Earth
Throttle Valve
Track Jack—Power Driven
Tractor—Farm Type
Truck Crane Driver

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 25, 1971	\$5.85	.25	.20	.05	\$6.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.55	.25	.30	.05	\$7.15
June 1, 1973	\$6.85	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)
Concrete Mixer (under 21 cu. ft.)
Conveyor
Generator
Mechanical Heater

Oiler
Power Broom
Pump
Welding Machine
Helpers

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 24, 1971	\$5.55	.25	.20	.05	\$6.05
December 1, 1971	\$5.55	.25	.20	.05	\$6.05
June 1, 1972	\$5.85	.25	.20	.05	\$6.35
June 1, 1973	\$6.05	.25	.20	.05	\$6.50
The December 1, 1973	\$6.40	.20	.20	.05	\$7.05

The rates of pay for Apprentices are based on a percentage of Group I wages as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	70%	Fourth Period	85%
Second Period	75%	Fifth Period	90%
Third Period	80%	Sixth Period	95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (two or one over 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer . .	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinky Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material) . .	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Road Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd. Tractor with Winch	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.) . .	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Oilers and Greasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period 70%	Fourth Period 85%
Second Period 75%	Fifth Period 90%
Third Period 80%	Sixth Period 95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

DIGEST SHEET*S-74-05-28*TITLE OF ORDINANCE: Contract with A. Grosjean & Son (Kelly Drive)DEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Request approval of contract with A. Grosjean & Son
for Kelly Drive curbswalk under Improvement Resolution No. 5657-74.(See Prior Approval Letter Attached)Property Owners (Barrett Law) \$3,681.00City 4,481.75Total of Contract \$8,162.75EFFECT OF PASSAGE: Curbwalk on Kelly DriveEFFECT OF NON-PASSAGE: No curbswalk

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

Approximate cost to City: \$4,481.75ASSIGNED TO COMMITTEE (J.N.): Finance